

250924

STATE OF SOUTH CAROLINA

(Caption of Case)

Application of Threatt Enterprises, Incorporated  
for the Establishment of Rates and Charges for the  
Provision of Sewer Services (Quail Haven  
Subdivision)

RECEIVED

2014 JUN -9 AM 11:30

SC PUBLIC SERVICE  
COMMISSION

BEFORE THE  
PUBLIC SERVICE COMMISSION  
OF SOUTH CAROLINA

COVER SHEET

DOCKET  
NUMBER: 2014 - 81 - S

(Please type or print)

Submitted by: Daniel Trammel

SC Bar Number: 74252

Address: PO Box 462

Telephone: 864-469-9715

Greer, SC 29652

Fax: 864-469-9715

Other:

Email: danieltrammel@yahoo.com

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for use by the Public Service Commission of South Carolina for the purpose of docketing and must be filled out completely.

DOCKETING INFORMATION (Check all that apply)

☐ Emergency Relief demanded in petition

☐ Request for item to be placed on Commission's Agenda expeditiously

☐ Other:

INDUSTRY (Check one)	NATURE OF ACTION (Check all that apply)		
<input type="checkbox"/> Electric	<input type="checkbox"/> Affidavit	<input type="checkbox"/> Letter	<input type="checkbox"/> Request
<input type="checkbox"/> Electric/Gas	<input type="checkbox"/> Agreement	<input type="checkbox"/> Memorandum	<input type="checkbox"/> Request for Certification
<input type="checkbox"/> Electric/Telecommunications	<input type="checkbox"/> Answer	<input type="checkbox"/> Motion	<input type="checkbox"/> Request for Investigation
<input type="checkbox"/> Electric/Water	<input type="checkbox"/> Appellate Review	<input type="checkbox"/> Objection	<input type="checkbox"/> Resale Agreement
<input type="checkbox"/> Electric/Water/Telecom.	<input type="checkbox"/> Application	<input type="checkbox"/> Petition	<input type="checkbox"/> Resale Amendment
<input type="checkbox"/> Electric/Water/Sewer	<input type="checkbox"/> Brief	<input type="checkbox"/> Petition for Reconsideration	<input type="checkbox"/> Reservation Letter
<input type="checkbox"/> Gas	<input type="checkbox"/> Certificate	<input type="checkbox"/> Petition for Rulemaking	<input type="checkbox"/> Response
<input type="checkbox"/> Railroad	<input type="checkbox"/> Comments	<input type="checkbox"/> Petition for Rule to Show Cause	<input type="checkbox"/> Response to Discovery
<input checked="" type="checkbox"/> Sewer	<input type="checkbox"/> Complaint	<input type="checkbox"/> Petition to Intervene	<input type="checkbox"/> Return to Petition
<input type="checkbox"/> Telecommunications	<input type="checkbox"/> Consent Order	<input type="checkbox"/> Petition to Intervene Out of Time	<input type="checkbox"/> Stipulation
<input type="checkbox"/> Transportation	<input type="checkbox"/> Discovery	<input checked="" type="checkbox"/> Prefiled Testimony	<input type="checkbox"/> Subpoena
<input type="checkbox"/> Water	<input type="checkbox"/> Exhibit	<input type="checkbox"/> Promotion	<input type="checkbox"/> Tariff
<input type="checkbox"/> Water/Sewer	<input type="checkbox"/> Expedited Consideration	<input type="checkbox"/> Proposed Order	<input type="checkbox"/> Other: _____
<input type="checkbox"/> Administrative Matter	<input type="checkbox"/> Interconnection Agreement	<input type="checkbox"/> Protest	
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Interconnection Amendment	<input type="checkbox"/> Publisher's Affidavit	
	<input type="checkbox"/> Late-Filed Exhibit	<input type="checkbox"/> Report	

Print Form

Reset Form

RETURN DATE 6/5  
SERVICE: OK posted mailed

June 5, 2014

Ms. Jocelyn Boyd  
Chief Clerk/Administrator  
Public Service Commission of South Carolina  
101 Executive Center Drive  
Columbia, SC 29210

RECEIVED  
2014 JUN -5 AM 11:34  
SC PUBLIC SERVICE  
COMMISSION

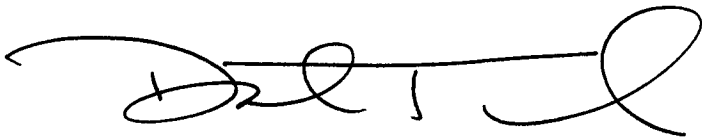
Re: Application of Threatt Enterprises, Incorporated for the Establishment of Rates and  
Charges for the Provision of Sewer Services (Quail Haven Subdivision)  
Docket Number 2014-81-S

Dear Ms. Boyd:

Enclosed for filing on behalf of Threatt Enterprises, Inc. is the testimony of Pamela Threatt in the above-referenced matter. By copy of this letter, I am serving a copy of this document upon the parties of record to this proceeding and enclose a Certificate of Service to that effect.

If you have any questions or if you need any additional information, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'D. Trammel', with a long horizontal stroke extending to the right.

Daniel Trammel  
Attorney at Law  
PO Box 462  
Greer, SC 29652  
(864)469-9715

BEFORE  
THE PUBLIC SERVICE COMMISSION OF  
SOUTH CAROLINA  
DOCKET NO. 2014-81-S

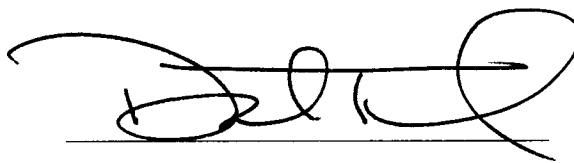
IN RE:

Application of Threatt Enterprises, Incorporated )  
for the Establishment of Rates and Charges for the )  
Provision of Sewer Services (Quail Haven )  
Subdivision)

**CERTIFICATE OF SERVICE**

This is to certify that I have caused to be served this day one (1) copy of the **Direct Testimony of Pamela Threatt** by placing same in the care and custody of the United States Postal Service with first class postage affixed thereto and addressed to the affected customers of the Applicant as follows:

Mr. Jeffrey M. Nelson, Esquire  
State of South Carolina  
Office of Regulatory Staff  
1401 Main Street, Suite 900  
Columbia, SC 29201

A handwritten signature in black ink, appearing to read 'Daniel Trammel', written over a horizontal line.

Daniel Trammel

Greer, South Carolina

This 5<sup>th</sup> day of June, 2014

BEFORE  
THE PUBLIC SERVICE COMMISSION OF  
SOUTH CAROLINA  
DOCKET NO. 2014-81-S

RECEIVED  
2014 JUN -3 AM 11:30  
SC PUBLIC SERVICE  
COMMISSION

IN RE:

Application of Threatt Enterprises, Incorporated )  
for the Establishment of Rates and Charges for the )  
Provision of Sewer Services (Quail Haven )  
Subdivision)

**DIRECT TESTIMONY OF  
PAMELA THREATT**

Q. PLEASE STATE YOUR NAME FOR THE RECORD.

A. My name is Pamela Threatt.

Q. IN WHAT CAPACITY DO YOU SERVE THREATT ENTERPRISES?

A. I serve as the operating director.

Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY IN THIS PROCEEDING?

A. The purpose of my testimony is to sponsor Threatt Enterprise's application for establishment of sewer rates.

Q. WHICH AREAS ARE CURRENTLY SERVED BY THREATT ENTERPRISES?

A. Quail Haven Subdivision

Q. PLEASE DESCRIBE THE FACILITIES WHICH COMPRISE THE SEWER SYSTEM IN THE SERVICE AREA?

A. The Quail Haven wastewater treatment facility is a facultative lagoon system that was constructed in 1972. Treatment units include a pump station, two oxidation pumps, a chlorine contact chamber, seven-day polishing pond, and three groundwater monitoring wells.

Q. IS THE COMPANY PROVIDING SEWER SERVICE TO THE RESIDENTS OF QUAIL HAVEN IN CONFORMITY WITH ITS PERMIT FROM THE SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL ("DHEC")?

A. Yes.

Q. WHY IS THREATT ENTERPRISES REQUESTING RATE RELIEF AT THIS TIME?

A. Threatt Enterprises owns and is responsible for the proper operation and maintenance of the wastewater treatment facility and associated collection system which serves homes in the Quail Haven Subdivision. Threatt Enterprises constructed the wastewater treatment facility and collection system in 1972, assuming that it would be a temporary facility until it could be eliminated by connection to the regional sewer system. However, the facility has not been connected to the regional sewer system, and to date, Threatt Enterprises has provided the cost for the operation and maintenance of the wastewater treatment facility and collection system. Threatt Enterprises has not charged the residents of the subdivision sewer fees. In order to continue to properly operate and maintain the system, Threatt Enterprises must collect sewer fees.

Q. WILL THE RATES AND CHARGES ALLOW THREATT ENTERPRISES TO BE VIABLE?

A. Yes.

Q. ARE THE RATES AND CHARGES PROPOSED FAIR, REASONABLE, AND NECESSARY IN ORDER FOR THE COMPANY TO CONTINUE TO PROVIDE A SAFE AND RELIABLE WASTEWATER TREATMENT SERVICE?

A. Yes.

Q. HOW WILL THREATT ENTERPRISES COLLECT FEES FROM THE RESIDENTS OF QUAIL HAVEN?

A. Since the submittal of the Application to the Public Service Commission, Threatt Enterprises has reached an agreement with Powdersville Water District to include the sewer charges on its monthly water bill (Exhibit 1).

Q. ARE YOU REQUESTING THAT YOUR ENTIRE PROPOSED SCHEDULE OF RATES AND CHARGES BE APPROVED AND ADOPTED?

A. Yes.

Q. DOES THIS CONCLUDE YOUR TESTIMONY?

A. Yes, it does.

**SEWER ACCOUNTS COLLECTION AGREEMENT****BETWEEN****Threatt Enterprises, Inc.****AND****POWDERSVILLE WATER DISTRICT**

THIS AGREEMENT made and entered into by and between Threatt Enterprises, the owner of a licensed, privately-owned and operated sewer utility in an area known as Quail Haven Subdivision, in the state of South Carolina (hereinafter referred to as "Threatt"), and Powdersville Water District, a special purpose district, created under the provisions of Section 6-11-10, et, seq., Code of Laws of South Carolina 1976, as amended (hereinafter referred to as "the District").

**I.****AUTHORIZATION TO CONTRACT**

Section 1. The District owns and operates a water distribution system that supplies water within a portion of Pickens County that is served by a wastewater collection system that is owned by Threatt under the direction and jurisdiction of South Carolina Department of Health and Environmental Control (SCDHEC). The District has entered into this agreement in an effort to help correct an environmental situation currently being enforced by SCDHEC. The District's involvement in this agreement strictly adheres to the fact that the Threatt customers are also water customers of the District, and this instrument provides a billing mechanism for the Threatt sewer customers.

**II.****MUTUAL UNDERTAKINGS**

Section 2.01. The parties hereto agree, each with the other, upon the terms and conditions hereinafter set forth as follows:

- (I) The District shall read water meters, prepare and mail customer bills and collect payments as part of a single joint bill for water and sewer service charges from time to time as determined by the District, imposed upon an approved list of customers of Threatt for services rendered by Threatt in the collection, disposal or treatment of wastewater. All customers on the approved list must be active water customers of the District. The properties covered by this agreement are defined in Exhibit A and are an integral part of this agreement. Any additions or deletions made to this list by Threatt will only be made in consultation and agreement with PWD.
- (II) Threatt hereby constitutes the District as the agent of Threatt for the purposes of collecting such sewer charges as Threatt shall from time to time impose.

### III.

#### TERMS AND CONDITIONS

Section 3.01. Method of Billing Water Customers. The sewer charges from time to time imposed by Threatt shall be added to the charge for water service that is imposed by the District and the sum of the two charges will be billed as a single itemized bill on the occasions when the District bills its water customers.

Section 3.02. Billing. The District may indicate on each bill to its water customers the amount of the sewer charge and the dates of service.

Section 3.03. Remittance of Collections. On or before the last day of each billing period commencing on June 1, 2014 the District shall remit to Threatt all sewer charges imposed by Threatt and collected pursuant to the Agreement through the last day of the preceding billing period after deducting therefrom compensation as provided in Section 3.09, and any sewer account charges due as provided in Section 3.10.

Section 3.04. Adjustment of Water Bills. Since the sewer charge is a flat rate, PWD will only impose leak adjustments to the water charges. The flat rate sewer charge for that month will remain unchanged regardless of consumption.

The District will communicate to Threatt any billing error due to incorrect information received from Threatt. Threatt will then analyze the account and contact the customer directly. Once an agreement has been made between the customer and Threatt, Threatt will then contact the District with any billing corrections for the next billing period.

Section 3.05. The District will develop a billing methodology to bill its customers that will provide an efficient and professional means of collecting all water and sewer charges. The District will coordinate any future change in billing methodology with Threatt.

Section 3.06. Rules and Regulations. The District shall adopt and keep regulations in force which will require the discontinuance of water service to any customer who fails to pay for the combined water and sewer charges pursuant to this Agreement within the time prescribed by such regulations in force from time to time. This procedure shall be in addition to, and not a limitation of, any other lawful means of collection available to the District and Threatt. If, however, the customer refuses to pay only the sewer charges, PWD will not be under any obligation to disconnect the customer for non-payment or use other means to enforce collection.

Section 3.07. Disconnection and Renewal of Service. Water service discontinued for non-payment of the combined water and sewer charges shall not be renewed on any account until all past due charges and penalties, if any, have been paid, or proper arrangements have been made for payment. If the only amounts in arrears on a customer's account are sewer charges, the District will not be responsible for using any additional methods (such as disconnection of service, phone calls, etc.) to collect the past due sewer charges.

Section 3.08. Limitation of Liability. The District shall be liable only to remit to Threatt for sewer charges actually collected and due Threatt under this Agreement. All other fees and penalties associated with collecting the water or sewer bill that are collected, will be retained by the District.

Section 3.09. Compensation. As compensation for services rendered to Threatt under this Agreement, the District shall be entitled to \$2.50 per bill issued per billing cycle. This amount shall be adjusted on January 1 of each year by referring to any change in the Municipal Cost Index. The compensation shall be computed as aforesaid on



the basis of the monthly remittances and deducted therefrom. Any discrepancies resulting from the monthly deductions shall be corrected and adjusted the following month. An initial one-time set-up fee of \$300 will be charged to establish this billing operation and will be deducted from the first month's remittance.

Section 3.10. Accounting & Performance Reporting. On a monthly basis, the District shall prepare and render to Threatt a complete accounting of all collections and remittances made under this Agreement.

Section 3.11. Records. The records of the District relating to the sewer charges collected and remittances made under this Agreement shall be made available to Threatt or its agents upon reasonable notice. It is understood that the District does not keep such records more than three (3) years.

Section 3.12. Term. This Agreement shall become effective June 1, 2014, and shall be automatically renewed on its anniversary date each year thereafter under the same terms and conditions with both parties having the option to discontinue the agreement or request modification of the agreement by giving the other party a 90-day advance written notice. Notwithstanding the above, since this system is currently under an enforcement action from SCDHEC, this agreement may be immediately terminated by order of SCDHEC.

#### IV.

#### MISCELLANEOUS

Section 4.01. Enforceability. This Agreement may be enforced by either party by a suit for specific performance instituted in any court of competent jurisdiction, provided that neither party shall be prohibited from otherwise enforcing any rights or remedies they may have under this Agreement, or otherwise, at law or in equity.

Section 4.02. Binding Effect. This Agreement shall be binding upon Threatt, and its successors and assigns, and shall be binding upon the District, or any successor body with jurisdiction over the water distribution system of the District, its successors and assigns.

Section 4.04. Entire Agreement. The foregoing represents the entire Agreement between the parties and shall not be modified or amended except by a written agreement executed by the parties hereto.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seal this \_\_\_\_ day of \_\_\_\_\_, 2014.

POWDERSVILLE WATER DISTRICT

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Howard D. Spencer

Title: Executive Director

Threatt Enterprises, Inc.

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Pam Threatt

Title: Owner